

The Swords Club

MEMBERSHIP RENEWAL – SENIOR / JUNIOR (U20) OVER 18

(Please use capital letters)

DR/MR/MRS/MISS
(Surname) (Given Names)

ADDRESS: POSTCODE.....

EMAIL:.....

TELEPHONE: (H) (W)(M).....

OCCUPATION: DATE OF BIRTH (if U/20 only)

SENIOR FEE \$100

JUNIOR (U20) FEE \$80 **Total Enclosed \$**

Do you intend to affiliate/register with the NSWFA as a Swords Club member? YES NO

I, the undersigned:

1. am over the age of 18 years;
 2. wish to undertake a recreational activity conducted by the Swords Fencing Club Inc, being the sport of fencing;
 3. have made enquiry of my own as to the risks associated with fencing before signing this form;
 4. agree that fencing is a dangerous recreational activity within the meaning of the **CIVIL LIABILITY ACT 2002**
- CIVIL LIABILITY ACT 2002 – SECT 5M Risk Warning**
5. acknowledge that fencing is a combat sport and that there are inherent risks of injury from undertaking a combat sport as a recreational activity;
 6. acknowledge that there are risks to my physical safety and physical well being associated with participation in fencing as an activity, which risks include (but not exhaustively):
 - a. physical injury from undertaking vigorous or unusual physical activity or repetitive activity;
 - b. injury inflicted by others using a sword with the intention of hitting me (which is one object of the sport of fencing) with or without a malicious intent to hurt or injure;
 - c. contact or violent collision with another fencer;
 - d. being hit with or contact with a sword when I am not wearing protective equipment or clothing;
 - e. a failure of protective equipment or clothing or breakage of a sword;
 - f. incorrect or irresponsible use of a sword by me or others;
 - g. fencing in breach of the rules of fencing by an opponent;
 - h. the failure of a president or others with a capacity to control a fencing bout to control the bout or to prevent a breach of the rules or etiquette of fencing or to detect improper or incorrect or defective equipment or otherwise to be vigilant for my interests or safety;
 - i. falling over or tripping on piste, equipment, clothing or wires, or slipping on fluid on a floor, in a venue in which fencing is being conducted; and
 - j. injury or illness consequent on any of the above and the matters below.
 - k. In addition, I will be required to concentrate for extended periods in training or competition and opponents or prospective opponents may seek to intimidate or frighten me by words or deeds.
 - l. I may be disappointed by or suffer injury to my feeling of self worth by not winning one or more bouts or otherwise experiencing success.
 7. agree that no person has the authority of Swords Fencing Club Inc to make any statement or representation to me that or to the effect that I am not subject to the risks referred to above when undertaking fencing training or bouts or attending on the club premises or premises where fencing is being conducted.
 8. acknowledge that I am not required to fence or train for fencing by Swords Fencing Club Inc and that I can withdraw at any time from fencing or training notwithstanding any selection to represent the club, any competition pool sheet that mentions my name, any invitation to fence or train from any other person or any appointment or schedule to fence or train for fencing, which matters are not a requirement to fence or train or remain on premises.
 9. agree that no person has the authority of Swords Fencing Club Inc to make any statement or representation to me to the effect that I am required to fence or train if I do not want to or I wish to withdraw from any place at which fencing is being or might be carried out. I agree that I will so withdraw promptly if I do not wish to fence or be present where fencing is being conducted.
 10. agree that to the extent permitted by law,
 - a. the Swords Fencing Club Inc and any member thereof, coaches, and office bearers or any person associated in any way with the conduct of or participation in the sport of fencing in premises occupied by the Club or in competition or events sponsored or organised by the said persons (all of which persons, and the Club, their successors or assigns and legal personal representatives, are severally and jointly included in the term ‘**the indemnified**’).
 - b. are **released** by me from any liability, and are not to be responsible to me in law, for any injury, illness or mishap or damage of whatever kind sustained by me in, arising from or out of, or in any way directly or indirectly connected with any lesson, practice or match or any function or event of whatsoever nature held or conducted or participated in by the indemnified or any of them or prior to or subsequent thereof, or in any way connected directly or indirectly with the said activities; and,
 - c. to the extent that there is or may be any such liability to me by any or all of the indemnified, I hereby irrevocably agree to **indemnify** those indemnified who are or may be liable to me against any liability to me or any liability incurred by them in a suit or claim on my behalf or by others in relation to any injury, illness or mishap suffered by me and caused or occasioned by the indemnified or any of them or for which any or all of the indemnified may be liable, which right of indemnity I agree may be set up as a defence to any such claim and I agree that the said indemnity shall extend to any costs or expense incurred or suffered by the indemnified by reason of any claim made against them in respect of an indemnified matter or event by me, on my behalf or by others in respect of injury loss or damage suffered by me.
 11. Agree that to the extent that a policy of insurance or a public insurance scheme provides indemnity or benefits to me, or to others in relation to any loss or damage suffered by me, in or in connection with any injury, loss or damage arising from or in relation to fencing (about which the Swords Fencing Club Inc makes no warranty or representation), the amount of the said insurance will be claimed by me and whether or not I claim it, the entitlement to so claim is agreed by me to be in satisfaction of and in discharge of all and any rights of action that I might otherwise have had against all or any of the indemnified.

CIVIL LIABILITY ACT 2002 – SECT 5N

I agree with the Swords Fencing Club Inc and the indemnified persons referred to above to exclude any and all liability of the indemnified persons or any of them for any breach of any express or implied warranty that any services rendered to me by any of those persons have or will be supplied or rendered with reasonable care and skill.

SIGNED:

DATE:

WITNESS